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1055 East Whitehall Road
Athens, GA 30605
Office: 706-552-4448
Cell: 706-612-3729
Fax: 706-433-9951

*An Equal Opportunity
Employer & Service Provider*

October 7, 2016
Notice of Timber Sale
Upson County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Thursday, October 27, 2016, for the unit sale of pine and hardwood on 234 acres of Department of Natural Resources (DNR) property located on Sprewell Bluff Park in Upson County.

The sale area is located approximately nine (9) miles west of Thomaston, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 33, block F7.

This timber sale consists of pine and hardwood, some of which should be considered as fuel wood chipping material. Timber sale area is marked as an "X" in white paint. All trees not marked with blue paint are to be harvested, including trees not merchantable as round-wood but are merchantable as fuel wood chip material. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

Our estimate of total timber volume is 3,457 tons of pine and hardwood; volume is not guaranteed.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission, 1055 East Whitehall Road, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Thursday, October 27, 2016 at the Upson Unit Office of the Georgia Forestry Commission located at 2394 Yatesville Highway (Highway 74), Thomaston, GA 30286 (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "Sprewell Bluff Park FY17 #10313 Bid Sale" written on front of envelope. Per ton price and wood specifications **are required** for each product on bid form. Do not submit prices for products not listed on bid form. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.). Any specification box left blank on bid form will be considered as not applicable.
2. Mailed bids should be clearly marked "Sprewell Bluff Park FY17 #10313 Bid Sale" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
3. A check made payable to the **Georgia Forestry Commission** in the amount of \$5,000.00 must be enclosed in the sealed bid. Checks of unsuccessful bidders will be returned following bid opening. The successful bidder's check will be held in escrow and credited towards the performance bond. The performance bond amount will be \$5,000.00 or 10% of the total sale value, whichever is greater. Any additional performance bond money will be due at contract signing.

Continued...

A sample contract, bid form and maps of sale area are included with this timber sale notice. Also attached is the "Timber Harvest Inspection" form to be used by a GA DNR representative when making periodic inspections of harvesting operations. **Notice: Be sure to read through the "Timber Harvest Contract."** The timber sale contract will terminate twelve (12) months from the contract signing date. Contract signing and receipt 50% advance payment will occur no later than thirty (30) days after bid opening. Additional road work that may be required must be approved by GA DNR and will be buyer's responsibility. Access to inspect the sale area is from Old Alabama Rd. The gate will be unlocked but please close gate after entering and leaving property. For questions regarding the bid process contact Ben Hammond, GFC, at 706-612-3729. For questions specific to the sale area contact Nathan Klaus, GA DNR, at 478-550-3455.

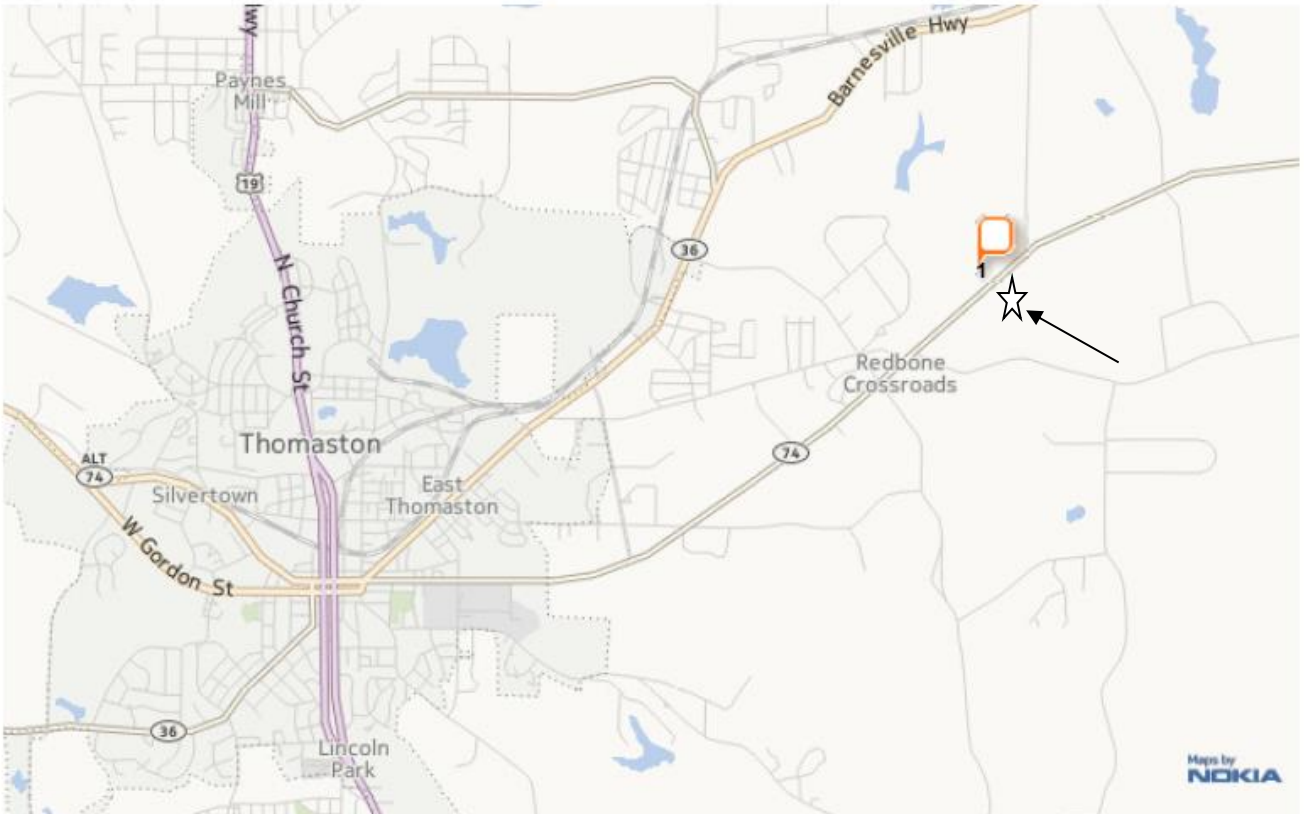
The Georgia Forestry Commission reserves the right to reject any and all bids.

Sincerely,
Ben Hammond
Ben Hammond, RF
Staff Forester

Sprewell Bluff Park FY17 #10313 Timber Sale
Bid Opening Location Map
October 27, 2017 @ 11:00 am

2394 Yatesville Hwy, Thomaston, GA
30286-1530

GA Forestry Commission
Upson Unit Office



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Sprewell Bluff Park FY17 Sale ID# 10313

COMPANY NAME: _____ FED. ID # OR S.S. #: _____

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Pine pulpwood					
Pine top wood					
Pine chip & saw					
Pine saw timber					
Hdwd pulpwood					
Hdwd palletwood					
Hdwd saw timber					
Fuel wood chips					

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each product listed on this bid form. In order to validate this bid, a bid deposit in the form of a \$5,000.00 check, made payable to the Georgia Forestry Commission, is included. Checks of unsuccessful bidders will be returned. Successful bidder's check will be held in escrow and credited towards the performance bond.

THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

By: _____ Date: _____

**GEORGIA DEPARTMENT OF NATURAL RESOURCES
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
SPREWELL BLUFF PARK FY17
THINNING
Sale ID# 10313**

STATE OF GEORGIA

COUNTY OF Upson

This TIMBER HARVEST CONTRACT (the "CONTRACT") is made and entered into by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, 2065 U.S. Highway 278 SE, Social Circle, GA 30025 hereinafter referred to as the **"SELLER"**, and

of _____ (address) hereinafter referred to as the **"BUYER"**.

WITNESSETH:

ARTICLE I. Obligations of the SELLER:

1. SELLER agrees to sell to the BUYER all those forest products to be harvested as defined here, and hereby represents and warrants it has good and unencumbered title to such timber:
 - a) Location and Description of Sale Area
The timber sale area, approximately 234 acres, is located approximately 9 miles west of Thomaston, Georgia on Spirewell Bluff Park. Sale area boundary is delineated with "X" marks of white paint. The specific sites are designated on the attached maps as Exhibits "A", "B" & "C", which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the "PROPERTY".
 - b) Method of Harvesting Forest Products
Timber shall be thinned. See "Timber Harvest Specifications" below for specific instructions.
2. SELLER agrees to allow the BUYER ingress and egress across and upon the PROPERTY for the purpose of carrying out forest products harvesting identified in this CONTRACT.
3. SELLER shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or his/her agent; said responsibility being totally assumed by the BUYER.
4. The parties agree that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES ("BMPs") and referenced in the Georgia Forestry Commission (GFC) publication "Georgia's Best Management Practices for Forestry" and in the publication "Best Management Practices for Forested Wetland in Georgia" are binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the SELLER at the rate of

\$___ per ton for pine pulpwood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for pine top wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for pine chip & saw (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for pine saw timber (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

Buyer's Initials _____

Seller's Initials _____

\$___ per ton for hardwood pulpwood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for hardwood palletwood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for hardwood saw timber (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

\$___ per ton for fuel wood chips

for the forest products designated for harvesting in ARTICLE I of this CONTRACT. Payment for forest products shall be made by the BUYER to the **Georgia Forestry Commission** as follows: Payment is to be made to: The **Georgia Forestry Commission** and mailed, along with a cutting report and sales record recapping the timber types, weights and payment classifications, to GA-DNR WRD Forest Management Unit, 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. **Reference sale ID# 10313 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. Agrees to pay SELLER for any biomass harvested:
 - a. Tops and branches of merchantable harvested trees will be harvested and delivered to biomass markets.
 - b. Understory trees with diameter at breast height less than five inches will be harvested and delivered to biomass energy markets.
 - c. Payment for any harvested biomass will be made as described in Article II paragraph 1 of this CONTRACT. The SELLER also recognizes the benefit in removing this material in preparation for reforestation.
3. Agrees to pay the SELLER a performance bond equal to \$_____ (ten percent (10%) of the estimated total sale price or \$5,000.00 whichever is greater) upon the execution of this CONTRACT. The performance bond will be returned to the BUYER less any damages as determined by the terms within this CONTRACT. The SELLER shall have up to sixty (60) days from the termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from said bond.
4. Agrees to harvest the entire sale area per within twelve (12) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless wet weather prevents/delays harvest. If harvesting operations are delayed or suspended due to weather conditions, as determined by the SELLER, time lost will be added to the CONTRACT PERIOD. In the event the BUYER is unable to harvest within the CONTRACT Period, as it may be extended by agreement or weather conditions, the BUYER will forfeit the performance bond.
5. Will prior to the execution of this CONTRACT, provide to the SELLER and GFC proof of Worker's Compensation insurance coverage for all his/her employees and/or his/her agent's employees who will be performing work and General Liability insurance with limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.
6. Will repair to original condition or pay for cost of replacement, any damage caused by the BUYER, to fences, roads or other improvements of the SELLER.
7. Will reimburse the SELLER for all costs borne by the SELLER and GFC in suppressing any wildfires or cost of wildfire damages incurred or caused by the BUYER or his/her agent upon lands subject to this CONTRACT.
8. Will indemnify, release, and hold the SELLER, the STATE OF GEORGIA, its various other units of government, its instrumentalities, and all officers, employees, and agents of the foregoing, harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses

Buyer's Initials _____	Seller's Initials _____
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incurred by them), causes of action, suits, demands, judgments, and claims of any nature whatsoever, arising from, by reason of or in connection with the operations hereunder; provided, however, no indemnity shall be indemnified for the results of that indemnitee's sole negligence or, in the case of multiple negligence, for the share caused by the indemnitee's negligence.

9. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.

ARTICLE III. THE PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved by the SELLER.

Timber Harvest Specifications

- a. All trees NOT marked with blue paint ARE to be harvested, including those trees that do not meet round-wood specifications but do meet fuel-wood chipping material specifications.
 - b. Within the Streamside Management Zones (SMZs), trees marked with red paint are to be harvested.
 - c. Approximately thirty (30) acres of the PROPERTY has young longleaf established. The BUYER is to take every precaution to minimize damage to this longleaf.
 - d. Pine stumps shall be no more than six (6) inches above the original ground level and hardwood stumps shall be no more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
 - e. Any merchantable pulpwood, logs or other forest products cut by the BUYER but not hauled off within four (4) weeks thereafter shall be scaled by the SELLER while observed by a representative of the BUYER and the BUYER shall be charged at the rate of one and one quarter (1.25) times the rate reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2.
 - f. Excessive damage to residual trees will be compensated for by the BUYER. The BUYER shall be charged at the rate of three (3) times the rates reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the DNR.
2. If either party fails to cure any material breach (including, without limitation, failure to make a payment when due) within 30 days after written notice, the other party may suspend performance or terminate the Agreement and exercise any other legal rights or remedies.
 3. The SELLER and GFC reserves the right to perform periodic inspections to determine whether or not the terms of this CONTRACT are being achieved and to suspend operation when weather conditions may result in damage to the site, until conditions improve. Timber Harvest Inspection form is attached as Exhibit "D".
 4. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from GFC stating timber harvest activities are satisfactorily completed or twelve (12) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.
 5. The BUYER will notify the SELLER at least two days prior to completion of timber harvesting and removal of logging equipment.
 6. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
 7. Any designated forest products, harvested or un-harvested, which remain on the sale area at the date this CONTRACT terminates, remain the property of the SELLER.
 8. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the SELLER. The SELLER shall approve, in writing, any new Buyer to the CONTRACT or any Buyer that is not named as the BUYER to this CONTRACT.

Buyer's Initials _____

Seller's Initials _____

9. The parties agree that this CONTRACT is subject to the authority of the Georgia Forestry Commission, pursuant to O.C.G.A 12-6-6, to manage State forest lands and to oversee the sale of timber and other forest products grown on such lands.
10. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless SELLER, in writing, decides that a different court has jurisdiction.

IN WITNESS WHEREOF, the parties have affixed signatures this _____ day of _____
20 _____ .

WITNESS: _____

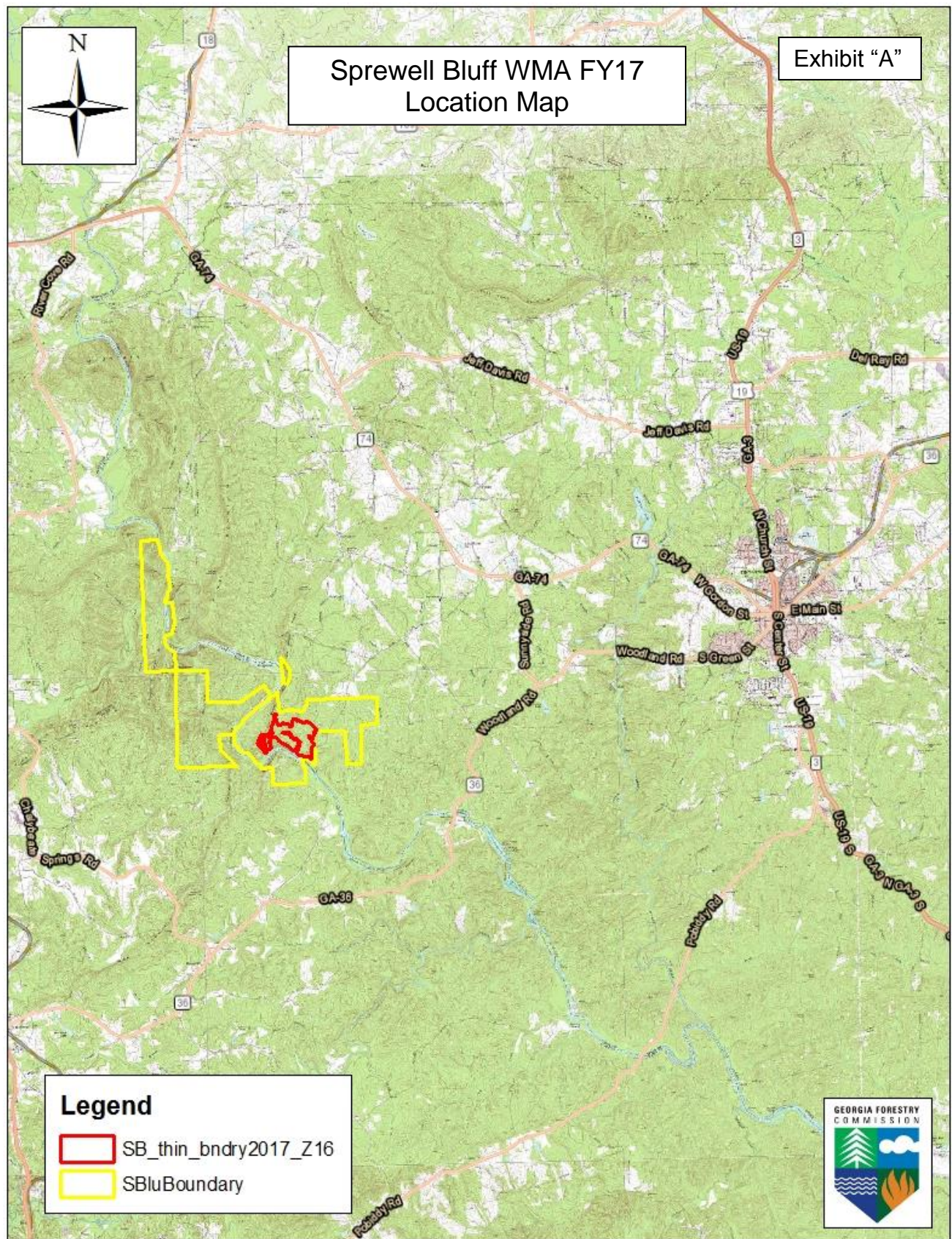
BUYER: _____

DATE: _____

WITNESS: _____

DNR: _____

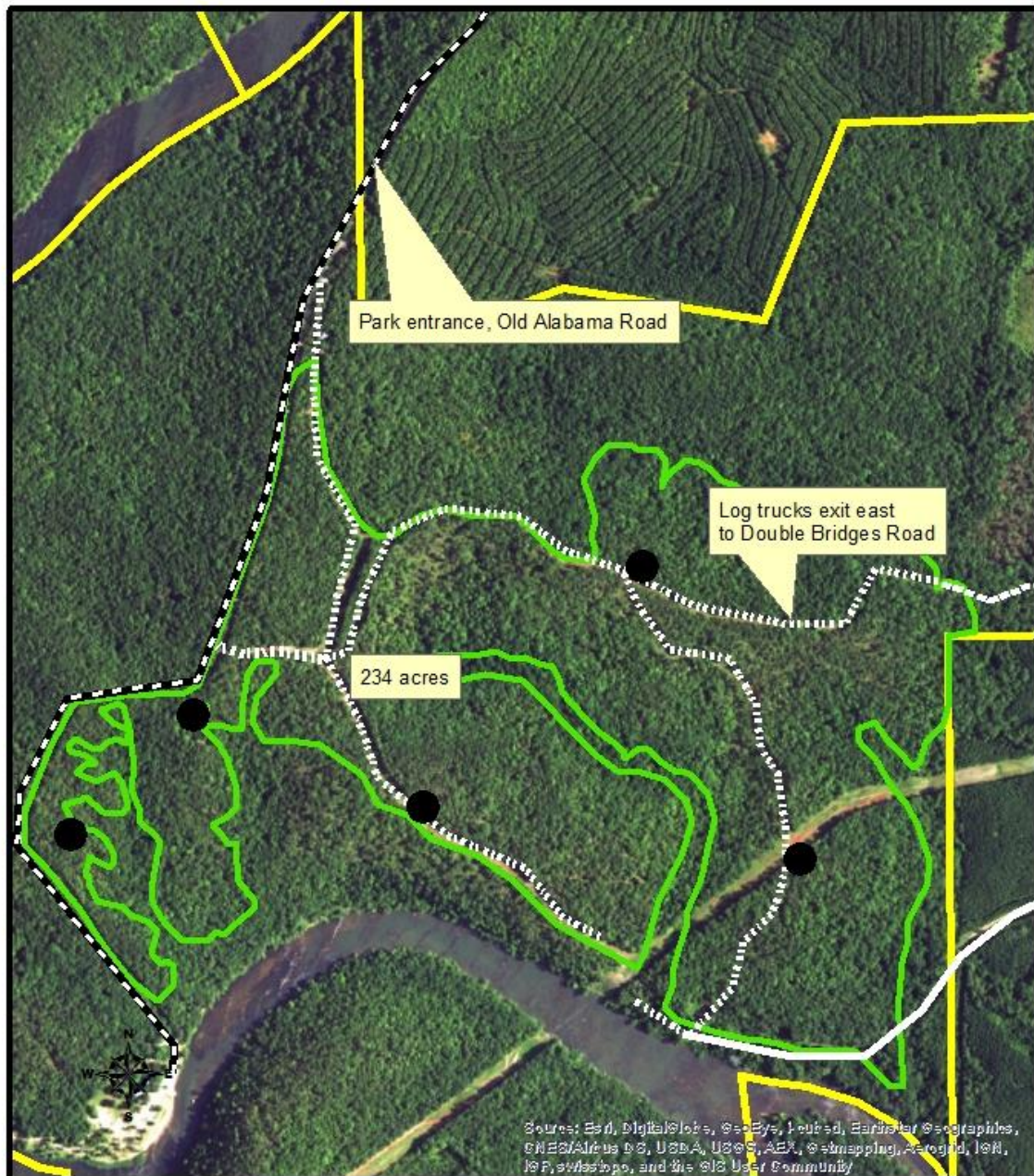
DATE: _____



Buyer's Initials _____ Seller's Initials _____

Exhibit "B"

FY17 Timber Sale - Sprewell Bluff WMA



0 0.0476 0.095 0.19 0.285 0.38 Miles

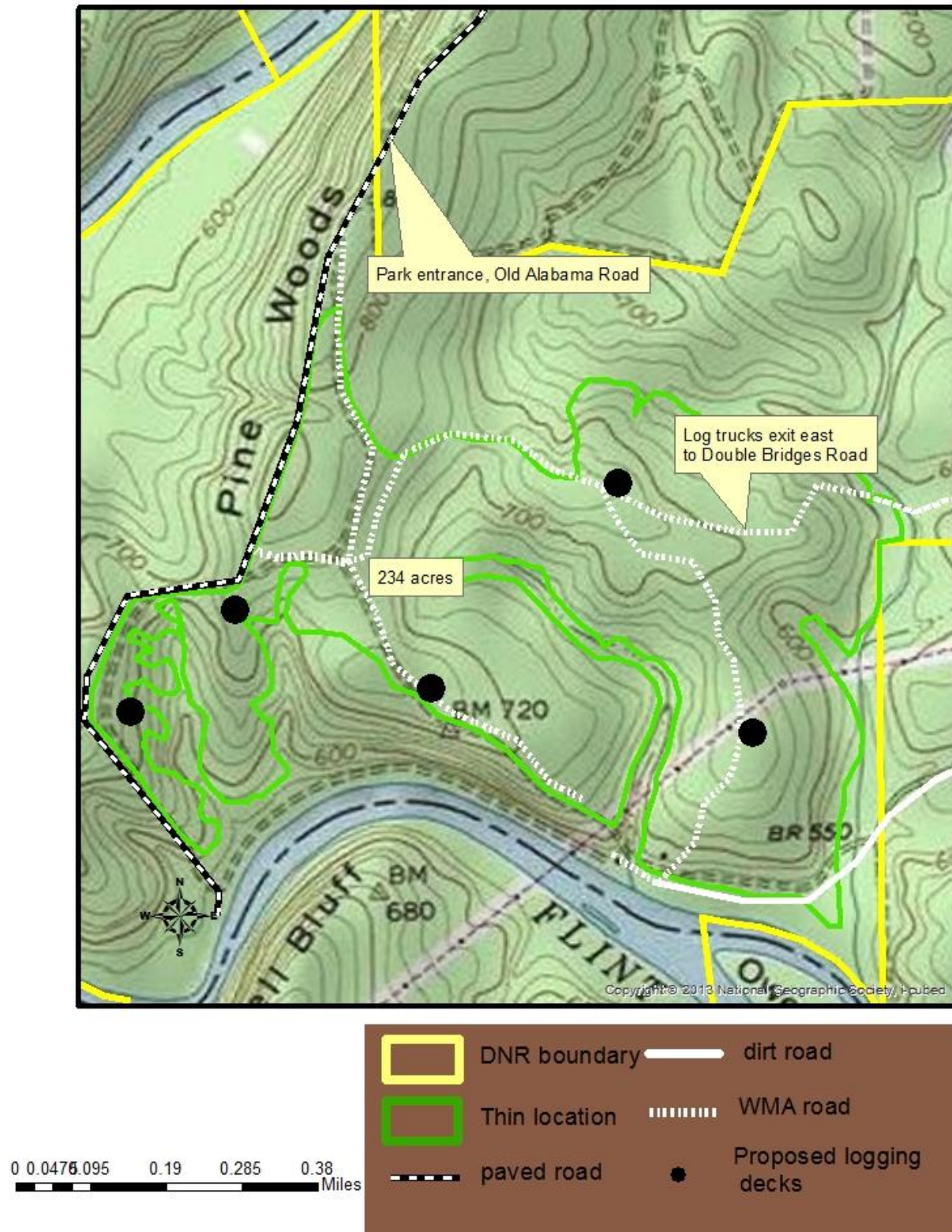
- | | | | |
|---|---------------|---|------------------------|
|  | DNR boundary |  | dirt road |
|  | Thin location |  | WMA road |
|  | paved road |  | Proposed logging decks |

Buyer's Initials _____

Seller's Initials _____

Exhibit "C"

FY17 Timber Sale - Sprewell Bluff WMA



Buyer's Initials _____

Seller's Initials _____

Exhibit "D"

Timber Harvest Inspection



Sale Name: _____
 Sale Type: _____
 Inspection Date: _____

Inspection Type: _____
 Weekly _____
 Final _____

	Yes	No	N/A	Follow-up	Date Completed
1 Safety					
A Operation being conducted in a safe manner	_____	_____	_____	_____	_____
2 Harvest					
A Stump heights acceptable	_____	_____	_____	_____	_____
B Satisfactory separation, utilization and trim of products	_____	_____	_____	_____	_____
C No excessive damage to residual trees	_____	_____	_____	_____	_____
D All designated trees cut	_____	_____	_____	_____	_____
E Load tickets properly filled out, displayed and documented	_____	_____	_____	_____	_____
F Log decks properly located and stabilized	_____	_____	_____	_____	_____
G Harvest plan being followed	_____	_____	_____	_____	_____
3 Roads					
A Entrance to public roads comply with ordinances	_____	_____	_____	_____	_____
B Ditches, dips and water turnouts functioning	_____	_____	_____	_____	_____
C State and county roads free from mud and debris	_____	_____	_____	_____	_____
D Road shoulders undamaged by logging equipment	_____	_____	_____	_____	_____
E Roads properly maintained and stabilized	_____	_____	_____	_____	_____
4 Streamside Management Zones					
A If harvesting in SMZ, soil disturbance is avoided	_____	_____	_____	_____	_____
B Number of stream crossings minimized	_____	_____	_____	_____	_____
C Streams free of sedimentation, tops and debris	_____	_____	_____	_____	_____
D Stream crossings are properly installed and stabilized	_____	_____	_____	_____	_____
E Proper culvert size used	_____	_____	_____	_____	_____
F Timber removal from SMZ follows prescription or state BMP guidelines	_____	_____	_____	_____	_____
5 Best Management Practices					
A Chemical or petroleum product spills absent	_____	_____	_____	_____	_____
B Skid trails minimized and on contour or slope of <25%	_____	_____	_____	_____	_____
C Temporary roads and skid trails closed and stabilized	_____	_____	_____	_____	_____
D Temporary stream crossings removed if no longer in use	_____	_____	_____	_____	_____
E Logging decks in compliance with state BMPs	_____	_____	_____	_____	_____
F Road construction in compliance with state BMPs	_____	_____	_____	_____	_____
G Rutting in compliance with state BMPs	_____	_____	_____	_____	_____
H Trash properly disposed of	_____	_____	_____	_____	_____

6 Comments

Inspecting Forester: _____ Date: _____
 Contractor Signature: _____ Date: _____

Buyer's Initials _____ Seller's Initials _____